

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

DOMINIQUE DANIELS, an individual,

Plaintiff,

v.

KAISER FOUNDATION HOSPITALS;
CESAR AGUDA, an individual;
ANDREA CAMPBELL, an individual;
CELINE FLORES, an individual;
ARNSINEH KHACKEKIAN DO, an
individual; WAYNE-BO-STEIN LIN,
an individual; JOSE ALOMIAS RUIZ,
an individual; SASHIKANTH
SANTHAS, an individual; BRIEANNA
THOMAS, an individual, Does 1-10,
inclusive,

Defendants.

Case No. 8:24-cv-00022-MEMF-JDE

STIPULATED PROTECTIVE ORDER

Based on the parties' Stipulation (Dkt. 116) and for good cause shown, the Court finds and orders as follows.

I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, privileged, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. This Order does not confer blanket protections on all disclosures

1 or responses to discovery and the protection it affords from public disclosure and
2 use extends only to the limited information or items that are entitled to confidential
3 or privileged treatment under the applicable legal principles.

4 **II. GOOD CAUSE STATEMENT**

5 This action is likely to result in discovery of matters covered by rights of
6 privacy and other matters protected from disclosure in varying degrees under several
7 constitutional and statutory provisions.

8 **III. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

9 The parties have acknowledged that this Stipulated Protective Order does not
10 entitle them to file confidential information under seal; Local Civil Rule 79-5 sets
11 forth the procedures that must be followed and the standards that will be applied
12 when a party seeks permission from the court to file material under seal. There is a
13 strong presumption that the public has a right of access to judicial proceedings and
14 some records in civil cases. In connection with non-dispositive motions, good cause
15 must be shown to support a filing under seal. See Kamakana v. City and County of
16 Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors Corp., 307
17 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electronics, Inc., 187
18 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
19 cause showing), and a specific showing of good cause or compelling reasons with
20 proper evidentiary support and legal justification, must be made with respect to
21 Protected Material that a party seeks to file under seal. The parties' mere designation
22 of Disclosure or Discovery Material as CONFIDENTIAL does not— without the
23 submission of competent evidence by declaration, establishing that the material
24 sought to be filed under seal qualifies as confidential, privileged, or otherwise
25 protectable—constitute good cause.

26 Further, if a party requests sealing related to a dispositive motion or trial, then
27 compelling reasons, not only good cause, for the sealing must be shown, and the
28 relief sought shall be narrowly tailored to serve the specific interest to be protected.

1 See Pintos v. Pacific Creditors Ass’n., 605 F.3d 665, 677-79 (9th Cir. 2010). For
2 each item or type of information, document, or thing sought to be filed or introduced
3 under seal, the party seeking protection must articulate compelling reasons,
4 supported by specific facts and legal justification, for the requested sealing order.
5 Again, competent evidence supporting the application to file documents under seal
6 must be provided by declaration.

7 Any document that is not confidential, privileged, or otherwise protectable in
8 its entirety will not be filed under seal if the confidential or privileged portions can
9 be redacted. If documents can be redacted, then a redacted version for public
10 viewing, omitting only the confidential, privileged, or otherwise protectable portions
11 of the document, shall be filed. Any application that seeks to file documents under
12 seal in their entirety should include an explanation of why redaction is not feasible.

13 **IV. DEFINITIONS**

14 A. Action: This pending federal lawsuit.

15 B. Challenging Party: A Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 C. “CONFIDENTIAL” Information or Items: Information
18 (regardless of how it is generated, stored or maintained) or tangible
19 things that qualify for protection under Federal Rule of Civil Procedure
20 26(c), and as specified above in the Good Cause Statement.

21 D. “PRIVILEGED” Information or Items: Information (regardless
22 of how it is generated, stored or maintained) or tangible things that
23 qualify for protection under Federal Rule of Civil Procedure 26(c), and
24 as specified above in the Good Cause Statement.

25 E. Counsel: Outside Counsel of Record and House Counsel (as
26 well as their support staff).

27 F. Designating Party: A Party or Non-Party that designates
28 information or items that it produces in disclosures or in responses to

discovery as “CONFIDENTIAL” OR “PRIVILEGED.”

G. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

H. Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

I. House Counsel: Attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

J. Non-Party: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

K. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

L. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

M. Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this Action.

N. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

O. Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “PRIVILEGED.”

P. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

V. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

VI. DURATION

Once a case proceeds to trial, all of the information that was designated as confidential or maintained pursuant to this Protective Order becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of or at the trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this Protective Order do not extend after the commencement of the trial.

VII. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The

1 Designating Party must designate for protection only those parts of material,
2 documents, items, or oral or written communications that qualify so that other
3 portions of the material, documents, items, or communications for which
4 protection is not warranted are not swept unjustifiably within the ambit of this
5 Order.

6 2. Mass, indiscriminate, or routinized designations are prohibited.
7 Designations that are shown to be clearly unjustified or that have been made
8 for an improper purpose (e.g., to unnecessarily encumber the case
9 development process or to impose unnecessary expenses and burdens on other
10 parties) may expose the Designating Party to sanctions.

11 3. If it comes to a Designating Party's attention that information or
12 items that it designated for protection do not qualify for protection, that
13 Designating Party must promptly notify all other Parties that it is withdrawing
14 the inapplicable designation.

15 B. Manner and Timing of Designations

16 1. Except as otherwise provided in this Order (*see, e.g.*, Section
17 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
18 Material that qualifies for protection under this Order must be clearly so
19 designated before the material is disclosed or produced.

20 2. Designation in conformity with this Order requires the following:

21 a. For information in documentary form (e.g., paper or
22 electronic documents, but excluding transcripts of depositions or other pretrial
23 or trial proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" or "PRIVILEGED" (hereinafter "CONFIDENTIAL
25 legend" or "PRIVILEGED legend"), to each page that contains protected
26 material. If only a portion or portions of the material on a page qualifies for
27 protection, the Producing Party also must clearly identify the protected
28 portion(s) (e.g., by making appropriate markings in the margins).

1 b. A Party or Non-Party that makes original documents
2 available for inspection need not designate them for protection until after the
3 inspecting Party has indicated which documents it would like copied and
4 produced. During the inspection and before the designation, all of the
5 material made available for inspection shall be deemed “CONFIDENTIAL”
6 or “PRIVILEGED.” After the inspecting Party has identified the documents
7 it wants copied and produced, the Producing Party must determine which
8 documents, or portions thereof, qualify for protection under this Order. Then,
9 before producing the specified documents, the Producing Party must affix the
10 “CONFIDENTIAL legend” or “PRIVILEGED legend” to each page that
11 contains Protected Material. If only a portion or portions of the material on a
12 page qualifies for protection, the Producing Party also must clearly identify
13 the protected portion(s) (e.g., by making appropriate markings in the
14 margins).

15 c. For testimony given in depositions, that the Designating
16 Party identify the Disclosure or Discovery Material on the record, before the
17 close of the deposition all protected testimony.

18 d. For information produced in form other than document
19 and for any other tangible items, that the Producing Party affix in a prominent
20 place on the exterior of the container or containers in which the information is
21 stored the legend “CONFIDENTIAL” or “PRIVILEGED.” If only a portion
22 or portions of the information warrants protection, the Producing Party, to the
23 extent practicable, shall identify the protected portion(s).

24 C. Inadvertent Failure to Designate

25 1. If timely corrected, an inadvertent failure to designate qualified
26 information or items does not, standing alone, waive the Designating Party’s
27 right to secure protection under this Order for such material. Upon timely
28 correction of a designation, the Receiving Party must make reasonable efforts

1 to assure that the material is treated in accordance with the provisions of this
2 Order.

3 **VIII. CHALLENGING CONFIDENTIALITY OR PRIVILEGED**
4 **DESIGNATIONS**

5 A. Timing of Challenges

6 1. Any party or Non-Party may challenge a designation of
7 confidentiality or privilege at any time that is consistent with the Court's Scheduling
8 Order.

9 B. Meet and Confer

10 1. The Challenging Party shall initiate the dispute resolution
11 process under Local Rule 37.1 et seq.

12 C. Joint Stipulation. Any challenge submitted to the Court shall be via a
13 joint stipulation pursuant to Local Rule 37-2.

14 D. The burden of persuasion in any such challenge proceeding shall be on
15 the Designating Party. Frivolous challenges, and those made for an improper
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
17 parties) may expose the Challenging Party to sanctions. Unless the Designating
18 Party has waived or withdrawn the confidentiality or privilege designation, all
19 parties shall continue to afford the material in question the level of protection to
20 which it is entitled under the Producing Party's designation until the Court rules on
21 the challenge.

22 **IX. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 A. Basic Principles

24 1. A Receiving Party may use Protected Material that is disclosed
25 or produced by another Party or by a Non-Party in connection with this Action only
26 for prosecuting, defending, or attempting to settle this Action. Such Protected
27 Material may be disclosed only to the categories of persons and under the conditions
28 described in this Order. When the Action has been terminated, a Receiving Party

1 must comply with the provisions of Section XIV below.

2 2. Protected Material must be stored and maintained by a Receiving
3 Party at a location and in a secure manner that ensures that access is limited to the
4 persons authorized under this Order.

5 B. Disclosure of “CONFIDENTIAL” or “PRIVILEGED” Information or
6 Items

7 1. Unless otherwise ordered by the Court or permitted in writing by
8 the Designating Party, a Receiving Party may disclose any information or item
9 designated “CONFIDENTIAL” only to:

10 a. The Receiving Party’s Outside Counsel of Record in this
11 Action, as well as employees of said Outside Counsel of Record to whom it is
12 reasonably necessary to disclose the information for this Action;

13 b. The officers, directors, and employees (including House
14 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
15 Action;

16 c. Experts (as defined in this Order) of the Receiving Party to
17 whom disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (to be attached by the parties as
19 Exhibit A);

20 d. The Court and its personnel;

21 e. Court reporters and their staff;

22 f. Professional jury or trial consultants, mock jurors, and
23 Professional Vendors to whom disclosure is reasonably necessary for this Action
24 and who have signed the “Acknowledgment and Agreement to be Bound” attached
25 as Exhibit A hereto;

26 g. The author or recipient of a document containing the
27 information or a custodian or other person who otherwise possessed or knew the
28 information;

1 h. During their depositions, witnesses, and attorneys for
2 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i)
3 the deposing party requests that the witness sign the “Acknowledgment and
4 Agreement to Be Bound;” and (ii) they will not be permitted to keep any
5 confidential information unless they sign the “Acknowledgment and Agreement to
6 Be Bound,” unless otherwise agreed by the Designating Party or ordered by the
7 Court. Pages of transcribed deposition testimony or exhibits to depositions that
8 reveal Protected Material may be separately bound by the court reporter and may
9 not be disclosed to anyone except as permitted under this Stipulated Protective
10 Order; and

11 i. Any mediator or settlement officer, and their supporting
12 personnel, mutually agreed upon by any of the parties engaged in settlement
13 discussions.

14 **X. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
15 **PRODUCED IN OTHER LITIGATION**

16 A. If a Party is served with a subpoena or a court order issued in other
17 litigation that compels disclosure of any information or items designated in this
18 Action as “CONFIDENTIAL” or “PRIVILEGED,” that Party must:

19 1. Promptly notify in writing the Designating Party. Such
20 notification shall include a copy of the subpoena or court order;

21 2. Promptly notify in writing the party who caused the subpoena or
22 order to issue in the other litigation that some or all of the material covered by the
23 subpoena or order is subject to this Protective Order. Such notification shall include
24 a copy of this Stipulated Protective Order; and

25 3. Cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected.

27 B. If the Designating Party timely seeks a protective order, the Party
28 served with the subpoena or court order shall not produce any information

1 designated in this action as “CONFIDENTIAL” or “PRIVILEGED” before a
2 determination by the Court from which the subpoena or order issued, unless the
3 Party has obtained the Designating Party’s permission. The Designating Party shall
4 bear the burden and expense of seeking protection in that court of its confidential
5 material and nothing in these provisions should be construed as authorizing or
6 encouraging a Receiving Party in this Action to disobey a lawful directive from
7 another court.

8 **XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
9 **PRODUCED IN THIS LITIGATION**

10 A. The terms of this Order are applicable to information produced by a
11 Non-Party in this Action and designated as “CONFIDENTIAL” or
12 “PRIVILEGED.” Such information produced by Non-Parties in connection with this
13 litigation is protected by the remedies and relief provided by this Order. Nothing in
14 these provisions should be construed as prohibiting a Non-Party from seeking
15 additional protections.

16 B. In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party’s confidential or privileged information in its possession, and
18 the Party is subject to an agreement with the Non-Party not to produce the Non-
19 Party’s confidential information, then the Party shall:

20 1. Promptly notify in writing the Requesting Party and the Non-
21 Party that some or all of the information requested is subject to a confidentiality or
22 privileged agreement with a Non-Party;

23 2. Promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably
25 specific description of the information requested; and

26 3. Make the information requested available for inspection by the
27 Non-Party, if requested.

28 C. If the Non-Party fails to seek a protective order from this court within

1 30 days of receiving the notice and accompanying information, the Receiving Party
2 may produce the Non-Party's confidential information responsive to the discovery
3 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
4 not produce any information in its possession or control that is subject to the
5 confidentiality agreement with the Non-Party before a determination by the court.
6 Absent a court order to the contrary, the Non-Party shall bear the burden and
7 expense of seeking protection in this court of its Protected Material.

8 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
10 disclosed Protected Material to any person or in any circumstance not authorized
11 under this Protective Order, the Receiving Party must immediately (1) notify in
12 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
13 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
14 persons to whom unauthorized disclosures were made of all the terms of this Order,
15 and (4) request such person or persons to execute the "Acknowledgment and
16 Agreement to be Bound" that is attached hereto as Exhibit A.

17 **XIII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
18 **PROTECTED MATERIAL**

19 A. When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
23 procedure may be established in an e-discovery order that provides for production
24 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
25 (e), insofar as the parties reach an agreement on the effect of disclosure of a
26 communication or information covered by the attorney-client privilege or work
27 product protection, the parties may incorporate their agreement in the Stipulated
28 Protective Order submitted to the Court.

1 **XIV. MISCELLANEOUS**

2 A. Right to Further Relief

3 1. Nothing in this Order abridges the right of any person to seek its
4 modification by the Court in the future.

5 B. Right to Assert Other Objections

6 1. By stipulating to the entry of this Protective Order, no Party
7 waives any right it otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Stipulated Protective Order.
9 Similarly, no Party waives any right to object on any ground to use in evidence of
10 any of the material covered by this Protective Order.

11 C. Filing Protected Material

12 1. A Party that seeks to file under seal any Protected Material must
13 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
14 pursuant to a court order authorizing the sealing of the specific Protected Material at
15 issue. If a Party's request to file Protected Material under seal is denied by the
16 Court, then the Receiving Party may file the information in the public record unless
17 otherwise instructed by the Court.

18 **XV. FINAL DISPOSITION**


19 A. After the final disposition of this Action, as defined in Section V,
20 within sixty (30) days of a written request by the Designating Party, each Receiving
21 Party must return all Protected Material to the Producing Party or destroy such
22 material. As used in this subdivision, "all Protected Material" includes all copies,
23 abstracts, compilations, summaries, and any other format reproducing or capturing
24 any of the Protected Material. Whether the Protected Material is returned or
25 destroyed, the Receiving Party must submit a written certification to the Producing
26 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
27 deadline that (1) identifies (by category, where appropriate) all the Protected
28 Material that was returned or destroyed and (2) affirms that the Receiving Party has

1 not retained any copies, abstracts, compilations, summaries or any other format
2 reproducing or capturing any of the Protected Material. Notwithstanding this
3 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
4 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
5 deposition and trial exhibits, expert reports, attorney work product, and consultant
6 and expert work product, even if such materials contain Protected Material. Any
7 such archival copies that contain or constitute Protected Material remain subject to
8 this Protective Order as set forth in Section V.

9 B. Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or monetary
11 sanctions.

12 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

13
14
15 Dated: September 10, 2025



JOHN D. EARLY
United States Magistrate Judge